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UNITED STATES DISTRICT COURT  
 NORTHERN DISTRICT OF CALIFORNIA

PAINTERS DISTRICT COUNCIL NO. 16,  
 CARPET, LINOLEUM & SOFT TILE  
 WORKERS LOCAL UNION NO. 12,

Plaintiff/Petitioner,

v.

NEW BEGINNINGS FLOORS,

Defendant/Respondent.

No. CV 07-06334 MMC

~~PROPOSED~~ DEFAULT JUDGMENTDate: ~~May 2, 2008~~Time: ~~9:00 a.m.~~

Judge: Maxine M. Chesney

Courtroom: 7, 19<sup>th</sup> Floor

before the Court respondent  
 This matter came ~~on for hearing~~ for entry of Judgment by Default against Defendant NEW  
 BEGINNINGS FLOORS, on May 2, 2008. Plaintiff PAINTERS DISTRICT COUNCIL NO. 16,  
 CARPET, LINOLEUM & SOFT TILE WORKERS LOCAL UNION NO. 12 is  
 were represented by  
 respondent has  
 Concepción E. Lozano-Batista of Weinberg, Roger & Rosenfeld; Defendants ~~were represented by~~  
~~have~~  
~~/made no appearance~~. Having considered the pleadings and

arguments in this matter, and good cause appearing, this Court **FINDS AS FOLLOWS:**

1. The Petition in this matter was filed with this Court on December 13, 2007.  
Respondent
2. ~~Defendant~~ was duly served with process in this matter on December 24, 2007;
3. That no answer or other responsive pleadings having been filed within the time  
respondent  
permitted by law, default was entered against ~~the Defendants~~ on January 29, 2008;

DOCKETS

4. The Court finds the allegations in the Complaint on file herein are true including the respondent is petitioner, fact that ~~Defendants have been~~ bound to a written Collective Bargaining Agreement with ~~Plaintiffs~~, a labor organization within the meaning of LMRA §301, 29 U.S.C. §152. By virtue of becoming respondent is bound to the Collective Bargaining Agreement, ~~Defendant became~~ subject to all the terms and conditions referred to in the Complaint; and

5. That ~~Defendant~~ has failed, neglected or refused to submit to respond to the petitioner presented by petitioner grievance ~~filed by Plaintiffs~~ on June 19, 2007 as requested by ~~Plaintiffs~~ pursuant to said Collective Bargaining Agreement.

**IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT** Judgment be entered in favor of ~~Plaintiffs~~ petitioner and against ~~Defendants~~ respondent as follows:

1. The Court issues an injunction directing ~~Defendant~~ respondent New Beginnings Floors to final and binding arbitration pursuant to Article 23 of the Collective Bargaining Agreement between the parties based on the grievance ~~filed by Plaintiffs~~ presented by petitioner on June 19, 2007 over ~~Defendant's~~ respondent's alleged failure to pay

~~employees properly;~~ one of its employees properly, (see Ex. A to Petition);

2. ~~Defendant~~ Respondent is ordered to pay ~~Plaintiffs'~~ petitioner's attorneys' fees in the amount of: ~~\$4,247.50;~~ \$3,347.50;

3. ~~Defendant~~ Respondent is ordered to pay ~~Plaintiffs'~~ petitioner's costs in the amount of: \$460.00; and finds it unnecessary to

4. This Court ~~shall~~ respondent retain jurisdiction of this matter to enforce the Order directing ~~Defendant~~ respondent New Beginnings Floors to final and binding arbitration; in the event respondent does not appear at a properly noticed arbitration, the arbitration may proceed without respondent's participation.

DATED: April 17, 2008

  
HONORABLE MAXINE M. CHESNEY  
JUDGE OF THE DISTRICT COURT

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